

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN**

CONVERGEN ENERGY WI LLC

Plaintiffs,

Index No. 20-cv-00543

-against-

L'ANSE WARDEN ELECTRIC COMPANY, LLC

Defendants.

**SUPPLEMENTAL DECLARATION OF CAMILO PATRIGNANI**

I, Camilo Patrignani, declare:

1. My name is Camilo Patrignani. If I were asked to testify, I would testify consistent with this declaration, and I have personal knowledge of all facts set forth herein.

2. I joined Libra Group in 2008 and led the acquisition of Convergen Energy WI, LLC ("CEW") in 2010 when it was a pilot facility, which I managed as a Deputy CEO until I transitioned to a different energy related role at Libra Group in 2015. I have visited CEW's facility almost thirty times, lead a complete rebuild and expansion of the facility to achieve commercial scale, held meetings with government officials in Wisconsin and across the country, clients, suppliers, contractors, hired management, and engaged lenders. After leaving Libra Group in 2018, I re-joined in March 2020 and took the role of Senior Energy Advisor overseeing a portfolio of companies including L'Anse Warden Electric Company, LLC ("L'Anse"). I am also the President of L'Anse and Convergen Energy, LLC.

3. CEW was sold for millions of dollars less than it should have been and millions of dollars in profit was shifted in the supply agreement from L'Anse to CEW. I was part of the

investigation to uncover the depth of the fraud. I did not have to be at the company in January 2020 to know: (a) that the Supply Agreement is a farce; and (b) a fraud occurred.

4. I have spoken with BMO Harris Bank N.A. (“BMO”) about the dispute and the fraud allegations surrounding the supply agreement, and BMO did not indicate an intent to withdraw financial support.

5. Based on my review of the audited financial statements of Convergen Energy, LLC (“CE”) and CEW for 2019, CEW will not only be able to pay all operational expenses but will continue to be profitable if L’Anse ceases to purchase pellets from CEW.

6. CEW is paid significant tipping fees to accept waste from suppliers, which is then converted to pellets.

7. CEW applied for a Paycheck Protection Program forgivable loan of about at least \$400,000, which is helping sustain its operations, including employee payroll.

8. Mr. Diaz, as Libra Group’s General Counsel, was not tasked with negotiating or evaluating the commercial terms of the transaction. Rather, Mr. Diaz drafted an agreement based on the commercial terms fraudulently “negotiated” by the defendants in the New York action including Steven Brooks who was the Libra Group employee on both sides of the fraudulent transaction.

9. The Honorable Judge Liman of the Southern District of New York reviewed the New York plaintiffs’ papers and participated in a telephonic hearing on the temporary restraining order before he granted it. *See* Dkt, 14, (Exhibit D). The telephonic hearing was transcribed.

10. I declare under penalty of perjury that the foregoing is true and correct.

Dated this 6th day of July, 2020.

*Electronically signed by Camilo Patrignani*

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Camilo Patrignani

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